

# **Collective Bargaining Agreement**

Communications, Energy and  
Paperworkers Union  
Local 530A

Effective April 1, 2001

# **ENVIRONMENTAL, HEALTH & SAFETY AWARENESS**

The Company and the Union are committed to maintaining the health and safety of people affected by its operations and products and protection of the environment.

This commitment will be achieved by:

Managing safety, health and environmental risk of all its activities; complying with or exceeding legal requirements; informing the people who handle or use our products about their safe use; understanding the risks associated with our business activities; and providing the resources to ensure full compliance.

The purpose is to foster better understanding by all employees of the environmental, health and safety objectives of the Company.



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# **COLLECTIVE BARGAINING AGREEMENT**

Made this 8th day of March, 2001

## **Between:**

The Westaim Coinage Products, Westaim Ambeon, and Operations Support departments of The Westaim Corporation having offices at Fort Saskatchewan, Alberta, and herein acting with respect only to its Fort Saskatchewan plants (hereinafter called the "Company").

## **And**

Communications, Energy and Paperworkers Union, Local 530A, Fort Saskatchewan, Alberta (hereinafter called the "Union").

## **Witnesseth That:**

Whereas the Company and the Union have met and have agreed to an extension of the existing Collective Bargaining Agreement between the Parties, and

Now therefore, in consideration of the mutual covenants herein entered into and for other good and valuable considerations.

It is hereby agreed that the Collective Bargaining Agreement between the parties made this day March 8<sup>th</sup>, 2001 will extend the Agreement dated April 1<sup>st</sup>, 1998 up to and including March 31<sup>st</sup>, 2004.

If agreement is not reached, provisions of Article 19.4 will apply.

This agreement is based upon mutual understanding that profitability is the best protection of our jobs, benefits and livelihoods. To this end, the Company and the Union agree to cooperate fully in ensuring greater productivity and competitiveness by improving, wherever possible, the flexibility and efficiency of the work process.

## **Definitions - In this Agreement**

**COMPANY** means - Westaim located at Fort Saskatchewan, Alberta.

**UNION** means - Communications, Energy and Paperworkers Union, Local 530A, located at Fort Saskatchewan, Alberta.

**EMPLOYEE** means - a person included within the scope of this agreement.

**PLANTS** means - the buildings, fixtures, implements, machinery, equipment, apparatus and grounds of the "Company" used in carrying on industrial processes at Fort Saskatchewan.

**DAY OF REST** means - a calendar day in which an employee is not scheduled to work.

**PROBATIONARY EMPLOYEE** - is an employee who has not established Company seniority. Notwithstanding anything contained elsewhere in this Agreement, a probationary employee may be laid off or discharged by the Company and such lay-off or discharge shall be subject to the Grievance Procedure.

**REGULAR EMPLOYEE** - is an employee who has established Company Seniority.

**TEMPORARY EMPLOYEE** - employees hired for seasonal or project work for specific periods not expected to exceed twelve (12) months. Temporary employees shall receive all benefits of regular employees except they shall not acquire any type of seniority or be eligible to participate in the Company Pension Plan. The benefits waiting period will be waived if a temporary employee is re-hired within sixty (60) calendar days. In the event that a temporary employee transfers into a job providing opportunity for regular employee status, company seniority will be established as of the date last hired as a temporary employee. The period may be extended by mutual agreement of the Company and the Union. The Company will forward a list to the Union quarterly, showing current temporary employees.

**CASUAL EMPLOYEE** – persons hired for part time employment where the incumbent is not expected to work more than 25 hours per week. Such

employee shall not be considered a regular or temporary employee and shall not acquire any type of seniority. A casual employee shall not be required to pay Union dues and shall not be entitled to any benefits of the Union. Further, casual employees are not expected to total more than 10 persons at one time.

**STUDENT EMPLOYEE** – students may be hired for vacation relief for periods not to exceed six (6) months. Such employees shall not be considered as regular employees and shall not acquire any type of seniority. Should they be retained beyond this period, they will be established as a regular employee with seniority as of date last hired as a student. Students shall not receive extended health, long term disability, dental, life insurance, AD&D, and sickness and accident benefits.

**LOCKOUT** means – refusal by the Company to continue to employ a number of employees, with a view of compelling them to accept terms or conditions of employment.

## ***Article No. 1***

### **SCOPE**

This Agreement covers all production and maintenance employees of the Company's operations at Fort Saskatchewan, excluding inspectors, office staff, sales staff, security guards and those employees exercising managerial functions.

## ***Article No. 2***

### **RECOGNITION**

Consistent with the terms and conditions of this Agreement:

**2.1** The Company recognizes the Union during the life of this Agreement as the exclusive bargaining agent of the employees for purposes of Collective Bargaining in respect to wages, hours, benefits, seniority, grievance procedure, and such other working conditions as are included in this Agreement.

**2.2** The Union recognizes the right of the Company to manage the plant in all respects, including, but not limited to:

(a) Directing the working forces including the right to hire, promote, transfer, demote, discipline, suspend, or terminate the employment of any employee for any just cause.

(b) Determining or changing the hours of work and work assignments.

(c) Selecting and scheduling the materials to be handled, processed or manufactured.

(d) Making and altering from time to time, the rules and regulations to be observed by the employees.

### **Article No. 3**

#### **CO-OPERATION**

**3.1** The Company agrees that it will not cause or sanction a lockout during the term of this Agreement.

**3.2** The Union agrees that neither the Union nor any representative of the Union will in any way authorize, encourage, condone, or participate in any strike, walkout, suspension of work, or slow down on the part of any employee, or group of employees, during the life of this Agreement.

**3.3** There shall be no discrimination, intimidation, interference, restraint, coercion, nor attempted coercion, by or on behalf of the Company, nor by or on behalf of the Union, its members or agents, with respect to any employee.

**3.4** The Company agrees that the Union may post notices pertaining to local Union business in the plant on the notice boards supplied by the Company for such purposes.

**3.5** The Company agrees to notify the Union, in writing, of the reason for discharge of any employee: any discharge may be discussed and dealt with under the Grievance Procedure if notification is received by the Company within thirty (30) calendar days from the date of the Union's receipt of the discharge notification. The Arbitration Board shall have the authority to decide the amount, if any, of lost wages to be reimbursed.

**3.6** The Company will include the Union's video orientation program as part of the Company orientation program and will provide each new Bargaining Unit employee with an information package prepared by the Union.

**3.7** The Union agrees not to disclose to anyone, except an officer of Westaim



or a person authorized by Westaim, confidential information relating to any operation or development of Westaim not known to the public through publications or issued patents.

#### ***Article No. 4***

### **UNION SECURITY**

**4.1** During the life of this Agreement, all members of the Union and all employees in the Bargaining Unit shall contribute as a condition of continued employment to the support of the Union. This contribution shall be a sum equal to the Union's constitutional dues per month. Contributions from new employees shall start in the month following commencement of employment. This contribution shall be deducted from each employee's pay twice each month and shall be remitted by the Company to the Secretary-Treasurer of the Union together with a list showing from whom such deductions were made, within ten (10) calendar days after the last pay period of each month. It is expressly understood that membership in the Union is not compulsory and this contribution by non-members does not make them members unless they so desire.

**4.2** If the Union finds it necessary to take action which could result in the expulsion of a member it will advise and discuss the matter with the Company before such action is started.

#### ***Article No. 5***

### **REPRESENTATION**

**5.1** The Company agrees to recognize eight (8) Area Stewards, (to a maximum of four (4) in any one department), one of which shall be the Chief Steward. Stewards shall be elected from the area they normally represent.

The Union shall notify the Company of the names of the Stewards. It is understood that a Steward shall, after obtaining permission from the employee(s)

supervisor, be permitted during working hours and without loss of time or pay, to leave the employee(s) regular duties in order to investigate and process a grievance.

**5.2** The Union agrees to notify the Company of the names of the Executive Committee and the Grievance Committee of the Union as soon as they are elected.

**5.3** The Company agrees to recognize a Negotiating/Union-Management Committee of four (4) employees, who shall have the right of meeting the representatives of the Company at least once per month. Members who happen to be on duty shall be paid straight time for that part of their regularly scheduled working hours devoted to attendance at such meetings. It is understood that a representative of the Communications, Energy and Paperworkers Union may be in attendance at such meetings.

## ***Article No. 6***

### **HOURS OF WORK**

**6.1** (a) This Article defines the normal hours of work and provides the basis for calculating overtime. It shall not be construed as a guarantee of hours per day or per week, or of days of work per week, or as a restriction on the scheduling of a longer or shorter day or work week whenever, in the opinion of the Company, it is necessary to meet business requirements.

(b) Notwithstanding the above, the basic hours of work for the purpose of calculating overtime shall be defined in Articles 6.3, 6.4 and Appendix II and Appendix III.

**6.2** WORK PERIOD - Shall be considered as a 24-hour period commencing with the start of a normal shift or work day. Any employee requested by the Company to work more than the normal week period as specified for shift and

non-shift employees, will be compensated on the basis of either overtime rates or call out pay.

### **6.3 NON SHIFT WORKERS:**

#### *WORK DAY*

Seven and one half (7 1/2) hours shall constitute a normal day's work to be performed within eight (8) consecutive hours, normally starting at 7:30 a.m.

#### *WORK WEEK*

(a) DAY CREW WORKER: Five consecutive days Monday to Friday.

(b) SPLIT WEEKEND MAINTENANCE CREW WORKER: Five consecutive days, one (1) of, the off days to be either Saturday or Sunday.

### **6.4 SHIFT WORKERS:**

#### (a) 8 HR SHIFTS

*WORK DAY* - Eight (8) consecutive hours shall constitute a normal work day.

SHIFTS - The normal shifts are:

Night - 11:30 p.m. to 7:30 a.m.

Day - 7:30 a.m. to 3:30 p.m.

Afternoon - 3:30 p.m. to 11:30 p.m.

#### (b) 12 HR SHIFTS

*WORK DAY* - Twelve consecutive hours shall constitute a normal work day.

SHIFTS - The normal shifts are:

Day - 7:00 a.m. to 7:00 p.m.

Night - 7:00 p.m. to 7:00 a.m.

Provisions for 12 hr. shifts are outlined in Appendix II

*WORK WEEK* - The normal work week shall be a 37.3 hour week. The 37.3 hour week shall be either the average based on a working schedule of 5 on, 2 off; 5 on, 3 off; by which 450 hours are worked over one hundred and five calendar day (15 week) period.

**OR**

The average based on a schedule of 5 on, 2 off by which 37 1/2 hours are worked over a five (5) calendar day (1 week) period, with (1) of the days off to be either Saturday or Sunday.

**6.5** Except in isolated instances, which may arise from time to time, the Company agrees not to make changes to the normal scheduled hours, without prior consultation with the Union.

***Article No. 7***

**OVERTIME AND OTHER ALLOWANCES**

**7.1** Two (2) times the regular hourly rate shall be paid in the following circumstances:

(a) for all hours worked in excess of the normal number of daily hours as provided in Article 6, Appendix II, and Appendix III.

(b) for all hours worked on day(s) of rest.

**7.2** Three (3) times the regular rate will be paid for work on a paid holiday in the following situations:

(a) for non-shift workers over seven and one half (7.5) hours;

(b) for shift workers over eight (8) hours; or

(c) for persons on a twelve hour schedule, over twelve (12) hours.

**7.3** Any applicable premium shall be added after calculating the overtime rate.

**7.4** If two (2) or more overtime premiums are applicable to the same hours worked, an employee shall receive only the highest overtime premium applicable to such hours. There shall be no pyramiding of overtime pay. Employees shall not be paid at the applicable rate more than once, or for more than one reason, or under more than one provision of this Article, for the same hours worked.

**7.5** (a) When an employee, (including a Maintenance employee) is assigned to work on a different crew, the employee shall be paid twice the regular rate for the first shift.

No premium will be paid if the change:

- (1) is at the request of the employee;
- (2) is for the individual taking training, either on site or off site;
- (3) is due to relocation of an employee under Article 13.4;
- (4) if an employee's crew is changed and such change results in the employee continuing to work on a day shift with no change in the employee's "days of rest";
- (5) is to return a maintenance employee to their regular schedule.

(b) When a change pursuant to 7.5 (a) occurs, the employee:

- (1) shall have at least 4 days off in a pay period;
- (2) shall have no more than 4 consecutive days off in a pay period;
- (3) in Maintenance, whose first day on a different crew occurs on a statutory holiday, will be paid twice the regular rate on the second day;
- (4) a pay period is fourteen (14) consecutive days beginning and ending at 7:00 a.m. Sunday.

**7.6** (a) Employees called into the plant for emergency or maintenance work outside of their regular scheduled hours, shall receive not less than four (4) hours pay at their base rate or the applicable overtime pay for all hours worked, whichever is greater; except if the call out is made between 8:00 p.m. and 8:00 a.m. when six (6) hours shall be paid instead of four (4); except where an employee has been called into the plant within three (3) hours from the start of the regular shift, and continues into the regular shift, in which case the normal overtime provisions shall apply. In addition, the Company shall pay to an employee so summoned, if residing outside a sixteen km radius of the plant, an allowance of (.30 cents) per km if driving a car, or, when necessary, provide transportation for the employee.

(b) An employee called out prior to the employee's regular shift, and

continuing into the employee's regular shift shall be permitted to work out the employee's regular shift to a maximum of twelve (12) hours.

**7.7** When an employee's regular scheduled working hours are changed by the Company; that is, both starting and finishing times changed, resulting in less than sixteen (16) hours elapsing between the end of one regular shift and the beginning of another, the employee will be paid at the applicable premium or overtime rate for the first eight (8) hours worked for shift employees and seven and one-half (7 1/2) hours worked for the non-shift employees on the new schedule.

**7.8** The Company will provide a meal for any employee who is required to perform continuous work of a duration greater than ten (10) hours. An additional meal shall be provided for each subsequent period of continuous work of four (4) hours.

**7.9** An employee reporting for work on the employee's scheduled shift, who has not been notified in advance not to report, will be given work for at least one half (1/2) of the shift for which the employee reported. This obligation will not prevail when the employee is prevented from working due to causes beyond the control of the Company.

**7.10** (a) Maintenance employees scheduled to work days who are required to work overtime and/or call out hours which results in less than six (6) hours between the end of the overtime and/or call out and the employee's normal starting time of the next shift, shall receive a minimum of six (6) hours stand off time. Any portion of such six (6) hours stand off time which falls within the regular hours of work on the next shift shall be paid at the employee's regular rate of pay.

(b) Notwithstanding 7.10 (a), stand off time will not apply for an employee called out within three (3) hours of the employee(s) regular shift.

**Article No. 8**

**PAID HOLIDAYS**

**8.1** The following days shall be considered holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Family Day	

The parties to this Agreement also recognize a twelfth (12th) holiday on the first Friday in March. Should any new statutory holiday be legislated by either the Federal or Provincial Governments, this twelfth (12th) holiday shall be moved to observe the new statutory holiday declared by legislation.

**8.2** An employee who works on any of the above holidays shall be paid at twice the employee's regular rate of pay. In addition, providing the employee works their scheduled working days immediately before and after such holiday, holiday pay shall be paid.

**8.3** An employee who does not work on any of the above holidays shall be paid holiday pay provided the employee works their scheduled working days immediately before and after such holiday.

**8.4** Provided the employee worked within the period of fourteen (14) calendar days prior to the holiday, holiday pay will be paid if absence in 8.2 and 8.3 of this Article was caused by:

(a) Injury covered by Workers' Compensation.

(b) Illness or accident; a medical certificate to be provided if requested.

(c) A Company approved shift change or Company approved shift changes.

(d) Bereavement leave (if one of the days of leave is on a paid holiday, the employee will not receive pay for the holiday).

(e) An approved leave of absence (up to fourteen (14) calendar days) providing the request was made in writing to the supervisor seven (7) calendar days prior to the holiday.

(f) While on leave and attending apprenticeship school.

**8.5** An employee's annual vacation shall be extended by one work day with pay for each holiday that falls during their annual vacation.

**8.6** Holiday pay is defined as - pay equivalent to seven and one half (7 1/2) hours pay at straight time base rate for non-shift workers and eight (8) hours at straight time base rate for shift workers.

**8.7** For the purpose of this Article, annual vacation shall be considered as days worked.

## ***Article No. 9***

### **GRIEVANCE PROCEDURE**

**9.1** Any dispute, grievance or misunderstanding (herein called a grievance) involving occupational classification, wages, seniority, hours of work, or other working conditions, which any employee or group of employees may desire to discuss and adjust with the Company, shall follow the Grievance Procedure.

**9.2** Any action by the Company or by the Union which results in a grievance shall be discussed and dealt with under the Grievance Procedure starting with Step 3. Any employee or group of employees having a grievance shall follow the Grievance Procedure commencing with Step 1.



**9.3** Grievances shall be handled as follows:

STEP 1. An attempt shall first be made by the employee, with or without the employee's Union Steward, and the employee's Supervisor to dispose verbally of any grievance. The Supervisor shall within six (6) calendar days, advise the employee verbally of their decision. Should they be unable to satisfactorily settle the grievance, then the employee having the grievance shall present such, in writing, to the Union Steward, within six (6) calendar days of the alleged occurrence. The matter then proceeds to Step 2.

STEP 2. The Union Steward shall, within eight (8) calendar days, prepare and present to the Supervisor, a written "Notice of Grievance" setting forth so far as may be applicable:

(a) The nature of the grievance, the time and the circumstances out of which it arose.

(b) The remedy or correction the Company is requested to make.

(c) The section or sections of the Agreement, if any, relied upon or claimed to have been violated.

(In cases of grievance re-payment of wages, the day of the occurrence shall be considered as the day on which the employee received their pay cheque.)

The Supervisor shall give a written answer to a Union Steward within eight (8) calendar days. If the grievance is not settled in this step, it shall be referred to Step 3.

STEP 3. The Union Grievance Committee within ten (10) calendar days after receipt of the Supervisor's written answer, may request, in writing to the Human Resources Department, a meeting with Company Management representatives. Such a meeting shall be held at the earliest date which is convenient for both the Company representatives and the Union committee, but not later than twelve (12) calendar days after receipt of the Union request for such a meeting. Time limits may be extended by mutual agreement of the Union and the Company.

The grievance shall be considered at the meeting of the representatives of the Company and the Union. The Company shall give their answer to the Union with

ten (10) calendar days after said meeting. This time limit may be extended by mutual agreement of the Union and the Company. The employee, or employees, grieving shall attend the meeting if so desired. They may be requested to attend by either the Company or the Union. In the event that any grievance concerning classification, wages, seniority, hours of work, or other working conditions arising out of the interpretation, application, administration, or alleged violation of the terms of this Agreement is not settled, such grievance shall be submitted at the request of either party, to arbitration as provided under the terms of this Agreement.

**9.4** (a) All time limits in this procedure shall be mandatory unless mutually agreed to, in writing, by both parties to extend the time limits.

(b) If either party does not respond within the specified time limits as stated above, the grievance shall be deemed settled in the other party's favour.

## ***Article No. 10***

### **ARBITRATION**

**10.1** Within a period of thirty (30) calendar days following the date of the communication of the Company's decision to the Union, any grievance between the Company and the Union involving the interpretation, application, administration, or alleged violation of the terms of this Agreement, may in the event of failure to reach agreement thereon, be referred to arbitration with the following procedure.

(a) The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue in concise terms and shall state in what respect the Agreement has been violated or misinterpreted, by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.

(b) Within seventeen (17) calendar days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the

name of its representative on the Arbitration Board and the other party shall appoint its representative within seventeen (17) calendar days of receipt of this notice.

(c) In the event that either party shall fail to appoint a representative to the Arbitration Board within the delay provided, the other party may request the Minister of Labour of the Province of Alberta to appoint a representative on behalf of the defaulting party.

(d) When the representatives have been appointed they shall meet forthwith to choose a Chairman, who with the two representatives, shall constitute the Arbitration Board.

(e) Should the representatives fail, within twelve (12) calendar days, to agree on a Chairman, the Minister of Labour may be requested by the representatives, or either of them, to appoint a person who shall be Chairman of the Arbitration Board.

(f) After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members of the Board present and hear evidence of both parties and render a decision promptly.

(g) The time limits specified herein may be extended by mutual consent of the parties or by the Arbitration Board.

**10.2** The decision of the majority of the Arbitration Board shall be final and binding on both parties. The Arbitration Board may consider and decide only the particular issue or issues submitted by the Company and/or Union. It shall not have authority to alter or to direct an alteration to this Agreement.

**10.3** Each party shall pay its own costs and expenses of witnesses called by it, and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.

## ***Article No. 11***

## **ANNUAL VACATION**

The intention of this plan is to provide annual vacations with pay to employees and in so doing provide them with an annual period of rest and relaxation.

**11.1** (a) Service shall be based on length of continuous service with Westaim or its subsidiaries.

(b) Annual vacation entitlement and vacation pay shall not be earned for that period of absence that exceeds:

(i) 90 calendar days for an employee on an unpaid leave of absence.

(ii) 180 calendar days for an employee absent due to injury or sickness.

Notwithstanding the preceding paragraph an employee on Maternity Leave will continue to earn vacation pay and entitlement during the Leave providing she returns to work.

**11.2** For the purpose of this Article the prescribed vacation period will be the period April 1st to March 31st inclusive.

**11.3** Vacations shall be granted to eligible employees annually as follows:

(a) Newly hired regular employees will be eligible for one days' vacation for each month's service up to April 1st of the current year to a maximum of eleven (11) working days. The vacation shall be taken after April 1st of the current year.

(b) All temporary employees will receive 4% of their base earnings as vacation pay. Employees whose status changes from temporary to regular shall be granted vacation as per Article 11.3 (a) in the year of the status change. Any vacation pay received as a temporary employee will reduce the amount of vacation entitlement upon status change from temporary to regular.

(c) During the year in which employees complete two (2) years but less than ten (10) years of continuous service they shall be entitled to fifteen (15) working days vacation with pay.

(d) During the year in which employees complete ten (10) years but less than eighteen (18) years of service they shall be entitled to twenty (20) working days

vacation with pay.

(e) During the year in which employees complete eighteen (18) years but less than twenty-five (25) years service they shall be entitled to twenty-five (25) working days vacation with pay.

(f) During the year in which employees complete twenty-five (25) years or more of service they shall be entitled to thirty (30) working days vacation with pay.

**11.4** Each employee granted a vacation shall be paid a vacation allowance equivalent to the product of the employee's hourly rate and the number of normal working hours applicable to the period of vacation. Hourly rate for the purpose of this clause shall mean the hourly rate for the employee's classification according to the schedule of rates in effect at the time vacation commences, except that effect shall be given to any adjustment rates occurring during the vacation period. Overtime work and wages paid therefore and shift premium shall be excluded from the foregoing calculations. Employee's classification for the purpose of this Article shall mean permanent classification, or temporary classification of more than three (3) months.

**11.5** Annual Vacations shall be considered as days worked. Premium pay will be paid upon returning to work if the employee's crew was changed at the request of the Company, of which the employee was not advised in writing before starting their vacation. Such payment shall be made in accordance with Article 7 of this Agreement.

**11.6** At the discretion of the Company, employees who have completed a minimum period of six (6) month continuous service since taking their last previous vacation period, may be permitted to take their second succeeding vacation period before it has become fully earned by the completion of the necessary year of service.

**11.7** At the option of employees, vacation pay may be drawn either on the working day preceding the vacation or on the working day following the return from vacation, providing that they are eligible to receive such vacation. In the case of employees who are permitted to anticipate their vacation periods before they are fully eligible, one-half of the vacation pay may be drawn either before leaving or on returning from vacation. The remaining half of the pay may not be drawn until the completion of the full year's service for which the vacation was granted.

**11.8** (a) Vacations will be scheduled by the Company each year and as far as is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. The vacation period is intended to be a continuous period for the full length of the vacation earned. As a concession to employees, at the discretion of the Company employees may be permitted to divide their vacation into two (2) parts. Only under exception circumstances will any consideration be given to dividing the vacation into more than two (2) periods. However, employees entitled to fifteen (15) or more working days of vacation may divide their vacation into three (3) parts provided that none of these parts is shorter than five (5) working days. Vacation pay will not be divided into more than two (2) parts.

(b) Vacation requests will assume to have been granted if, within thirty (30) calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.

**11.9** Normally a vacation may not be postponed from one year to another and made accumulative. However, requests to permit this will be considered. Any such request shall be made in writing, giving reasons, to the Department Superintendent.

**11.10** Vacation pay will be paid to any employee laid off by the Company in any lay-off occurring subsequent to such employee becoming eligible to receive vacation or vacation pay.

**11.11** Payment of wages, in lieu of vacation, will be paid to any employee leaving the Company's service, in the amount of vacation earned but not previously paid.

**11.12** An employee's annual vacation shall be extended by one (1) working day for each paid holiday that falls during the employee's annual vacation or on scheduled days of rest continuous with their annual vacation.

## **Article No. 12**

### **EMPLOYEE BENEFITS**

#### **12.1 PENSION**

An employee is eligible to participate in the Company Pension Plan on the first of the month following three (3) months of regular employment.

The Company will agree to establish a Pension Committee. Membership on the committee will include two plan members. The role of the committee will be to select a fund manager and evaluate the manager's performance. The fees for custodial and management services will be borne out of the fund.

Changes to the present Pension Plan may be made by mutual agreement of the Union and the Company or by the Company in order to have the plan comply with registration requirements under taxation and pension laws of Canada.

#### **12.2 GROUP LIFE INSURANCE**

(a) On the first of the month following three months of employment, an hourly rated employee will be covered by an \$80,000 Group Life Insurance Policy; the cost of this policy will be 100% paid by the Company.

(b) Provided seventy-five (75) percent of all eligible employees subscribe,

they may have dependents' insurance. The cost of this insurance will be payable by the employee. An employee not taking this coverage when first eligible may only participate at a later date subject to a medical examination of the spouse and children. Coverage will be \$10,000 for spouse and \$1,000 for each dependent child.

Dependents are defined as:

- (i) the employee's spouse, common law spouse, and
- (ii) unmarried children of an employee, providing such children are over fourteen (14) calendar days and under twenty-one (21) years of age, and
- (iii) unmarried children from twenty-one (21) to twenty-five (25) years of age providing such children are in full-time attendance at a recognized school, college or university, excluding a person insured as an employee or residing outside Canada and United States of America.

(c) On the first of the month following three months of employment an hourly rated employee may purchase additional life insurance coverage subject to the insurance carriers approval. The employee may apply for an amount of either \$30,000.00 or \$60,000.00. The cost of the insurance will be payable by the employee.

(d) On the first of the month following three months of employment an hourly rated employee will be covered by an Accidental Death & Dismemberment policy equal to \$50,000.

### **12.3 SICKNESS AND ACCIDENT**

The Company agrees to provide a Sickness and Accident Plan one hundred percent (100%) paid for and administered by the Company. Employees will be eligible for coverage on the first of the month following three (3) months of employment.

Employees will receive pay for the first two (2) occurrences in a rolling twelve (12) month period with medical evidence required on the third day of each occurrence. On the third and subsequent occurrences, the employee shall not receive pay for the first two (2) twelve (12) hour shifts or three (3) eight (8) hour



shifts (straight days).

Benefits are paid in accordance with an employee's regular classification at the time of illness (except as permitted by Article 14.3).

Sick leave will apply for the first twenty six (26) weeks of illness at which time Long Term Disability will become applicable. Upon an employee's return to work after twenty six (26) weeks of sick leave, there will be a thirteen (13) week waiting period where an employee will not be eligible for further Short Term Disability. If there is any sick leave recorded at any time during this thirteen (13) week period, the waiting period begins again.

Absences due to industrial accidents or illness are covered by Workers' Compensation and as such are excluded from receiving benefits under this plan.

#### **12.4 EXTENDED HEALTH PLAN**

The Company will contribute one hundred percent (100%) of their cost on behalf of any employee subscribing to a Company sponsored Medical/Surgical/Major Medical Group Insurance Plan.

#### **12.5 DENTAL PLAN**

The Company will contribute one hundred percent (100%) of the cost of a dental plan. Claims payable will be reimbursed at the current Alberta Dental Association Fee Schedule.

#### **12.6 LONG TERM DISABILITY**

The Company agrees to institute and pay the premium of a Long Term Disability Plan. The plan pays a benefit to employees who qualify and remain qualified equal to 70% of the employee's basic hourly wage to a maximum monthly benefit of \$2,750.00.

#### **12.7 MODIFIED WORK**

In the event an employee who is receiving Sickness and Accident or Long Term Disability benefits is capable of performing modified work, the Company

where appropriate, may accommodate the employee in a modified work position. Such accommodation will be based on a medical evaluation and clearance of the employee's ability to perform such work.

#### **12.8 VISION CARE PLAN**

The Company agrees to institute and to pay the premiums for a Vision Care Plan.

#### **12.9 CONTINUANCE OF BENEFITS**

Should an employee be absent from work due to illness, injury, or maternity leave for a continuous period of more than one (1) month, the Company will pay the full cost of the Company sponsored medical, hospital, Long Term Disability, Dental, Sickness and Accident and Life Insurance, for the further period of absence, to a maximum of one (1) year.

#### **12.10 SEVERANCE PAY**

An employee who is laid off shall be eligible for severance pay provided:

- (a) The employee has three (3) or more years of continuous service; and
- (b) The Company determines there is little likelihood the employee will be recalled (or the employee has been on layoff for more than twelve (12) months); and
- (c) The employee elects to quit.

The amount of severance pay will be three (3) weeks pay [one-hundred twelve and one half (112.5) hours] at the employee's regular rate of pay, three (3) weeks pay [one-hundred twelve and one half (112.5) hours] at the employee's regular rate of pay for each completed year of service to a maximum of fifty-two (52) weeks.

#### **12.11 CESSATION OF EMPLOYEE BENEFITS**

During the period of an employee's absence, or layoff, and notwithstanding that seniority may accrue during such period, the Company shall not be obligated to

pay for, or allow "Paid" holidays (except as permitted by Article 8.4) or annual vacations. Similarly, the Company shall not be obligated to maintain employee benefits, other than as specified in Article 12.9.

**12.12** Upon request, the Company shall supply to the Union copies of the Master Agreements for all benefit plans contained within the Collective Agreement.

### **Article No. 13**

#### **SENIORITY**

**13.1** In order to secure Company seniority an employee must:

(a) be signed on as an employee, and

(b) serve a period of 120 consecutive calendar days. This period shall be in addition to any leave of absence. The employee's seniority will then be established and accumulate from the day the employee was last signed on as an employee. This 120 consecutive calendar day period may be extended by mutual agreement of the Company and the Union.

#### **13.2 PERMANENT JOB VACANCIES**

(a) Job vacancies or new jobs created above Wage Rate 4 within a department shall be filled from the classification immediately below the vacancy by the most senior employee who has the ability to do the job.

(b) All job vacancies at Wage Rate 4 and below in a department shall be filled on the basis of the Company's judgment of ability. Article 13.5 notwithstanding.

(c) An employee wishing to transfer from one department to another shall indicate such desire by filing an application in duplicate with the Human Resources Department, one copy being kept by the employee, indicating to what department the person is wishing to transfer. Such employees will be considered for transfer prior to any new hiring. Notice of this procedure will be maintained on the Company's Bulletin Board. All employees submitting

applications for transfer will be required to resubmit their request every six months to keep it current.

(d) An employee transferring from one department to another shall enter the new department in the lowest wage rate in the department unless such transfer is made under Article 13.3 or Article 13.9.

(e) Crew Leaders shall be selected on the basis of ability. However, if two or more employees have equal ability the senior employee will be chosen.

Apprentices shall be selected on Company's judgment of ability and shall not be subject to seniority in the selection.

(f) The Company agrees that it will remove an employee from a new job if within 120 calendar days of the permanent promotion the employee is unable to do the job by Company judgment or of the employee's own accord. The employee will revert to the classification held prior to the move.

### **13.3 TRANSFERS**

(a) The Company may transfer employees interdepartmentally up to ninety (90) calendar days on a temporary basis for the operations requirements of the Company. An employee of such temporary transfer shall, on completion of the assignment, be permitted to return to the former department and assume the position the employee would have occupied had the transfer not been made. The employee shall not suffer any reduction of wage rate as a result of transfer. Transfers under this Article shall not be made if any such positions required to be filled can be filled in accordance with Article 13.2(a).

(b) In special circumstances transfers of up to twelve (12) months can be mutually agreed to between the Union and the Company. Such transfers shall not result in the reduction of wage rate or job promotion opportunities for the employees affected. Employees so transferred will have the right to return to their former department on the completion of the twelve (12) month period. If employees choose to stay beyond the twelve (12) month period the transfer will be considered permanent.

The duration of the transfer period may be extended by mutual agreement of

the Company and the Union.

#### **13.4 REDUCTION OF THE WORKFORCE**

(a) In the event of a reduction of the workforce within a department, the employee with the least seniority shall be released from the department first, ability considered.

(b) Any employee released from a department due to a reduction in the workforce may, provided an individual has sufficient capability to fulfill the requirements of the job satisfactorily, such as the necessary physical fitness and the minimum qualifications, exercise seniority to enter other departments at the lowest position where the individual with the least seniority will, in turn, exercise their seniority in the same manner as above or be laid off. The opportunity to bump other employees is subject to the express limitations of 13.4(c).

(c) It is understood that those 85% of employees with the most seniority in a department are not under any circumstance or combination of circumstances subject to the plant wide bumping provisions of 13.4(b). This Article does not prevent a department or departments from shutting down and releasing all its employees in accordance with Article 13.4(b).

(d) No regular employee shall be laid off from the Company until probationary, temporary, casual, and student employees have been laid off.

**13.5** The Company shall be the judge of ability and will not exercise their judgment in a discriminatory, arbitrary or capricious manner which are subject to the normal grievance procedure.

**13.6** An employee shall lose seniority if the employee voluntarily terminates or is discharged, unless exonerated and reinstated, or is on lay off for a period of more than twelve (12) months.

**13.7** When it is necessary to increase Bargaining Unit workforces, the Company agrees to rehire employees laid off as closely as possible in the order

of their previous seniority, ability considered. Employees are responsible for maintaining up to date address information with the Company. Employees who have complied with this requirement shall be notified by personal contact or double registered letter. Should an employee fail to respond within four (4) calendar days of being notified that the employee intends to return to work on the date specified, or fails to report on the day agreed, the employee shall lose the right of recall, unless extenuating circumstances can be demonstrated.

**13.8** Notwithstanding anything contained in this Article, the Company retains the right to place salaried employees on special training or assignments into positions covered by the Bargaining Unit for periods not to exceed twelve (12) months to a number not exceeding 2% of the employees at any time. No regular hourly employee will be laid off or suffer a reduction in wage rate or loss of promotion as a result of such special training or assignments.

**13.9** An employee who accepts a permanent position within the Company which is outside the Bargaining Unit, shall retain and accumulate seniority for a period of up to twelve (12) months from the effective date of the transfer. After twelve (12) months should the employee return to the Bargaining Unit, the employee would do so at the lowest wage rate and shall lose all seniority. This period may be extended by mutual agreement of the Company and Union.

Such reversions will not exceed more than two (2) employees within a twelve (12) month period and no more than two (2) employees from any one department during that period. The provisions of this paragraph shall not apply to those employees whose transfer out of the Bargaining Unit was for project work away from Fort Saskatchewan.

The Company shall consult with the Union in advance of the application of this Article.

**13.10** For the purpose of this Article the following are recognized as departments: Ambeon, Maintenance and Coinage.

**13.11** The Company shall post seniority lists in January, May and September of each year. Where employees are hired on the same day, the lower employee number shall designate the more senior employee.

**Article No. 14**

**WAGES AND CLASSIFICATIONS**

**14.1** The classifications of all occupations and wage rates appear in Schedule "A" attached hereto, which is made part of this Agreement and is signed for identification by the parties thereto. The operator progression programs are outlined in Schedule "B".

**14.2** The Company agrees to pay a shift premium for all hours worked on the 7:30 a.m. to 3:30 p.m. day shift, an afternoon premium for all hours worked on the 3:30 p.m. to 11:30 p.m. afternoon shift and a night shift premium for all hours worked on the 11:30 p.m. to 7:30 a.m. night shift.

Effective	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>	
Days	\$0.49	\$0.51	\$0.53	
Afternoons		\$1.01	\$1.04	\$1.08
Nights	\$1.79	\$1.85	\$1.92	

The day shift premium shall be paid only to employees who work either a two or three eight hour shift schedule on a continuous seven day shift rotation. This Article applies only to employees considered shift workers, and split weekend Maintenance crew workers.

Shift premiums for employees working the twelve hour shift schedule are contained in Appendix II - 12 hour shift provisions.

**14.3 (a)** Any employee required to assume the duties of an occupational

classification, for which a higher wage rate has been established, shall be paid such higher wage rate during the period of the employee's performance of such duties. During the period exceeding 3 months duration that an employee remains at the higher classification, vacation pay, pension contributions, sickness and accident benefits, paid holidays and Union dues will be calculated on the higher rate.

Any employee required to temporarily assume the duties of a classification, for which a lower wage rate has been established shall continue to be paid at the employee's established classification rate.

An employee who assumes a higher classification for more than ninety (90) calendar days and is moved to a lower classification shall be paid at the higher wage rate for the first ninety (90) days worked at the lower classification, except where an employee is reclassified to a lower position at the employee's own request or due to disciplinary reasons, in which case the employee shall be reclassified and paid at the rate established for such classification immediately.

(b) Any employee who is transferred in accordance with Article 13.4(a), (b), (c) shall have their wage rate protected as follows:

(i) Employees moving from a progression area to a progression area will have their wage rate reduced by one progression level (two wage rates) until such time as they meet the progression criteria in the new area.

(ii) Employees moving from a progression area to a classification area will have their wage rate in the new area reduced by one progression level (two wage rates). The new wage rate will be "red circled" and maintained until such time as the rate for the classification to which the employee moved meets or exceeds the "red circle" rate or the employee promotes to a classification above the "red circle" rate.

(iii) Employees moving from a classification area to a progression area will be protected as in (i) above.

(iv) Employees moving from a classification area to a classification area will have their wages reduced to the classification they move into; however in no event will this reduction be greater than 2 wage rates lower



than their classified rate or Wage Rate 6 whichever is higher. If the employee moving has a classification rate of Wage Rate 6 or below the employee's rate will not move below Wage Rate 4.

**14.4** Prior to the posting of seniority lists, the Company and the Union shall review all temporary classifications and those personnel referred to in Article 13.8. At that time, the Company shall advise in writing, all employees who have been temporary classification for a duration greater than three (3) months, of the reason they are being retained in a temporary classification.

**14.5** Any employee interested in apprenticing to a trade may secure a copy of the apprenticeship program from the Human Resources Department. While an apprentice is attending school required by the apprenticeship program which necessitates absence from work, the Company will pay to the apprentice the difference between the total of any government allowance paid to the apprentice while at school and the wage listed in Schedule A. Should an apprentice fail to pass the same, the Company shall not be obligated to pay as herein provided while the apprentice is repeating the school term.

The rates of pay for apprentices are as in Schedule "A" Wages - Apprentices.

**14.6** An employee shall only be placed on a "red circle" rate by mutual agreement in writing and shall continue to receive the rate until the classification being worked in goes over that rate. The employee shall then receive the negotiated rate for that classification.

**14.7** In job classifications approved by the Alberta Department of Labour or Westaim, a premium will be paid to all operators who possess a valid 4th or 3rd Class Steam Engineer's Certificate. Employees in wage rates 12 and 13 will have the premium included in their base rate. Other employees will have the premium added to their base rate.

Rates are as follows:

Effective	<u>April 1/01</u>	<u>April 1/02</u>	<u>April 1/03</u>
4th Class	\$0.82	\$0.85	\$0.88
3rd Class	\$1.64	\$1.69	\$1.76
2nd Class	\$2.46	\$2.54	\$2.64

**Article No. 15**

**TRANSPORTATION**

The Company agrees to provide adequate parking facilities and will maintain the footpath between the City of Fort Saskatchewan and the plant.

**Article No. 16**

**LEAVE OF ABSENCE**

**16.1** (a) Bereavement leave with pay will be granted in the event of a death in the employee's immediate family to a maximum leave of three (3) working days if travel distance is less than 320 km. Immediate family is understood to be employee's parents, brothers and sisters, and employee's spouse or common-law spouse, children, mother-in-law, father-in-law and grandchildren.

(b) If an employee is required to and does travel 320 km or more to attend the funeral, the employee shall be granted a maximum leave of five (5) working days with pay.

(c) Any employee will be granted one (1) working day leave of absence with pay for the funeral of a grandparent, spouse's grandparents, brother-in-law and sister-in-law.

**16.2** Extended leave without pay up to ninety (90) calendar days may be granted after special consideration. All seniority rights shall be retained and shall accumulate during such absence.

**16.3** Leave of absence, without pay, may be granted to a maximum of two (2) years, to fill positions in the local Union or Communications, Energy and Paperworkers Union (as detailed in Article 13.1).

Subject to operational requirements of the plant, and upon eleven (11) calendar days notice in writing, leave of absence without loss of seniority or other benefits, will be granted to not more than seven (7) employees for the purpose of attending Union functions, such as conventions, schools and seminars. Additional leaves of absence may be granted with Company approval.

Provided an approved Union leave of absence is of fourteen (14) calendar days or less duration, and the leave is for local Union business only, and provided the local Union is not in arrears on the monthly billing notice, the Company agrees to pay employees an amount equal to their regular wage rates during such leave and will recover the monies at a flat rate fee for overheads and wages from Local 530A. It is understood the Company will incur neither loss nor gain in providing the above service. The billing rate shall be established at the current Wage Rate 11, plus 15%.

**16.4** (a) The Company will, upon successful completion of each separate section of the Government of Alberta Power Engineering Certification Examinations, grant four (4) hours pay at the employee's regular hourly wage for the time spent writing each section. The following schedule will apply.

4th Class Examination	Two (2) Sections
3rd Class Examination	Four (4) Sections
2nd Class Examination	Six (6) Sections
1st Class Examination	Eight (8) Sections

(b) The Company will grant four (4) hours pay to Maintenance employees who successfully complete Alberta Government Journeyman Examinations and who are required to take time off from their regular duties.

### **16.5 MATERNITY LEAVE**

(a) A pregnant employee is entitled to Maternity Leave without pay provided

she has completed twelve (12) months of continuous service prior to commencing the leave. The pregnant employee who qualifies has the right to a Maternity Leave of twenty-four (24) continuous weeks.

(b) The division of the Maternity Leave before and after the delivery shall be determined by the employee. The Leave shall include the day of the delivery. Where a pregnant employee is on sick leave, Maternity Leave will commence not later than six (6) weeks immediately preceding the estimated date of delivery.

(c) Notwithstanding paragraph (b) above, where the pregnancy of an employee interferes with the performance of an employee's duties, the employer may by notice in writing require the employee to commence Maternity Leave.

(d) To obtain the Maternity Leave, the employee must give the employer written notice at least two weeks prior to the date of departure. This notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of delivery. In case of an unforeseen event, the employee is exempted from the formality of notice subject to medical evidence attesting that she must leave her employment without delay.

(e) Reinstatement requires two (2) weeks notice in writing and medical evidence stating the employee is able to resume employment. The employee shall return to her former position or a similar position in accordance with Article 13.1. The employee shall return at not less than her regular hourly rate at the time her leave began.

**16.6** Adoption leave without pay up to eight (8) weeks may be granted commencing on the date on which the adoptive parent first obtains custody of the child being adopted.

## ***Article No. 17***

### **SAFETY AND HEALTH**

#### **17.1 GENERAL**

It is agreed by both parties that emphasis shall be placed upon the need of

safe and healthy working conditions and habits. The Company shall continue to make provisions for the safety and health of its employees during the hours of employment. The Company further agrees to comply with government law regarding employee safety and health, including the Alberta Occupational Health and Safety Act and its Regulations.

### **17.2 HEALTH AND SAFETY COMMITTEE**

The Company and Union shall establish and maintain a Health and Safety Committee (herein after known as the Committee), recognizing that free and open communications between employees and management, is an effective means of providing a safe and healthy work environment. The Company agrees that this Committee made up of equal representation from Union and Management shall make recommendations regarding health and safety programs, safety regulations and codes of practice, and such other things as the Committee may deem necessary.

### **17.3 CO-OPERATION**

The Union shall co-operate with the Company in maintaining rules and regulations for safety and health in the plant.

All relevant information, known to the Company concerning the identity of chemicals manufactured or used in any process at the facility will be provided to the employees. Employees will also be advised of health and safety hazards known to be associated with such chemicals and the precautions to be taken in their handling and use.

The Health and Safety Committee along with all employees are encouraged to identify and report to the Company any health and safety concerns in the work place.

The Company agrees to forward to the Union in a timely manner, copies of Production and Department Safety Meeting minutes. Supervisor's Accident reports, and the results of surveys pertaining to the health and safety of employees.

#### **17.4 ENVIRONMENT**

Both parties also agree on the importance of environmental control and the Company shall continue to make provisions for this. Any suggestions on this from the Union or any employee will be welcomed by the Company. The Union shall co-operate with the Company in maintaining rules made in this regard.

#### **17.5 CLOTHING**

The Company agrees to supply and launder for each regular employee three (3) pairs of coveralls.

#### **17.6 SAFETY FOOTWEAR**

The Company agrees to reimburse employees 100% of the total cost for CSA approved safety footwear to a maximum of \$200.00 for the first pair and 65% of the total cost for the second pair per calendar year. A third pair will be reimbursed at the above rate of 65% subject to supervisory approval.

### ***Article No. 18***

#### **TRAINING & EDUCATIONAL ASSISTANCE**

**18.1** (a) Mandatory Training: Company scheduled training will be compensated at either straight time if the training is scheduled during an employee's regular hours of work or at applicable overtime rates if training is scheduled outside of the employee's regular hours of work. Only time in the training course will be compensated. Outside of Fort Saskatchewan sites, travel time will be compensated at straight time to a maximum of one (1) shift's pay per travel day.

(b) Non-mandatory Training: At the discretion of the Company, time spent in non-mandatory training will either be non-compensated or be compensated at straight time if scheduled outside an employee's regular hours of work.

(c) Educational Assistance: Subject to supervisory approval, educational assistance is available for employees who wish to pursue Company related

training after hours. Upon successful course completion, reimbursement, to a maximum of \$1500/calendar year, is available to offset the cost of tuition and books.

**18.2** The Company will contribute to the National Union's Health, Safety and Industrial Relations Training Fund, the sum of \$7,000.00 annually.

## **Article No. 19**

### **TERMINATION**

**19.1** This Agreement shall become effective on April 1, 2001 and shall remain in full force and effect up to and including March 31, 2004. All other conditions of April 1, 1998 Collective Bargaining Agreement remains in full force and effect and hereby ratified and confirmed.

**19.2** Either party may not less than sixty (60) days and not more than one hundred and twenty (120) days preceding the expiry of the term of the collective agreement require the other party to the collective agreement to commence collective bargaining.

**19.3** The parties shall meet within thirty (30) calendar days from receipt of notice by one party from the other. At the first meeting the parties will exchange, in writing, any proposed modification or revision of this Agreement. Both Parties shall thereupon enter into negotiations in good faith and make every reasonable effort to secure such renewal.

**19.4** If a renewal Agreement is not secured prior to the termination date of this agreement, an extension Agreement will be entered into at the request of either party to provide for the continuation of the terms of this Agreement for such period as the parties consider will afford them a reasonable opportunity to comply with any of the procedures required by the Alberta Labour Act.

## SCHEDULE "A"

WAGE RATE	EFFECTIVE DATES		
	April 1 2001	April 1 2002	April 1 2003
Operational Classifications			
1	18.10	18.69	19.44
2	18.93	19.55	20.33
3	19.80	20.44	21.26
4	20.61	21.28	22.13
5	21.45	22.15	23.04
6	22.31	23.03	23.95
7	23.13	23.88	24.84
8	23.88	24.66	25.65
9	24.96	25.77	26.80
10	25.68	26.51	27.57
11	26.53	27.39	28.49
12	27.39	28.28	29.41
13	28.18	29.10	30.26
<b>Maintenance</b>			
Labourer Probationary	18.10	18.69	19.44
Labourer Regular	18.93	19.55	20.33
Helper II	19.80	20.44	21.26



Helper I	21.45	22.15	23.04
Mechanic II	23.88	24.66	25.65
Mechanic I	28.18	29.10	30.26
Mechanic Specialist	29.07	30.01	31.21
Crew Leader	29.91	30.88	32.12

Relief Maintenance Foreman: Five percent (5%) per hour above the Crew Leader rate (applied to Maintenance Department only).

Relief Supervisor: Ten percent (10%) per hour above Wage Rate eleven (11). Employees paid at rates 12 and 13 shall receive ten percent (10%) above the rate for 12 and 13 (applies to operating departments only).

## **SCHEDULE "B"**

### **COINAGE PROGRESSION**

The Coinage progression system is available to regular employees and incorporates time, education, and job proficiency requirements. The system is a minimum of thirty-six months in length. Employees in progression are able to progress to the next level in the program providing they meet all necessary qualifications and providing there is space within the level quota.

Articles 13.2(d), 14.3(a), 14.4, and 14.7 of the Collective Agreement shall have no application for employees in the progression system. Wage progression is based on the employee's qualifications and experience; therefore, regardless of what may be found elsewhere in this agreement, seniority has no application filling any job vacancy.

There are Practical and Written tests for every job. The Practical consists of a walk through composed of the Trainee, a qualified Operator, and a Supervisor. Questions are asked and scenarios presented. Pass or fail shall be at the discretion of the qualified Operator and the Supervisor using established standards. The Written consists of answering a selection of questions from a pool of questions generated in advance for each job. The questions are devised by a qualified Operator and a Supervisor during the establishment of the standards and are available for viewing at any time.

A joint union-management committee will review the tests, both Practical and Written on a yearly basis.

The position of "Sorter" is excluded from the progression system. Employees hired into the Sorter position will remain at Wage Rate 3, except as a special case and provided the employee meets the Company's minimum requirements.

### COINAGE PROGRESSION LEVELS

<b>JOB</b>	<b>LEVEL</b> [Quota]	<b>SUBLEVEL</b> (Rate)	<b>PROFICIENCY</b>	<b>EDUCATION</b>
Mint				
N-B-S		C2 (11)	Any 2 jobs	All the courses
A-B-N				
Cold Roll	C [23]	-----	-----	-----
Hot Roll				
Sinter				
Melt/Atomize		C1 (10)	Any 1 job	Half the courses

MINIMUM TIME REQUIREMENT BEFORE ADVANCING IS 12 MONTHS

<b>JOB</b>	<b>LEVEL</b> [Quota]	<b>SUBLEVEL</b> (Rate)	<b>PROFICIENCY</b>	<b>EDUCATION</b>
Shp/Pkg strip/scrap		B2 (8)	Any 3 jobs	All the courses
Blank Finish				
Punch	B [28]	-----	-----	-----
Strip Finish				
Slit		Half the courses		
Strip Weld		B1 (6)	Any 2 jobs	
Powder Compact				

MINIMUM TIME REQUIREMENT BEFORE ADVANCING IS 12 MONTHS

<b>JOB</b>	<b>LEVEL</b> <b>[Quota]</b>	<b>SUBLEVEL</b> <b>(Rate)</b>	<b>PROFICIENCY</b>	<b>EDUCATION</b>
Die Polish				
Numismatic				
Quality Control				
Scrap Cut/Handle				
Blank Package				
A-B-N Helper	A [n/a]	A (5)	Any 6 jobs	All the courses
N-B-S Helper				
Cold Roll Helper				
Hot Roll Helper				
Sinter Helper				
Compact Helper				
Melt/Atomize				
Helper				

**MINIMUM TIME REQUIREMENT BEFORE ADVANCING IS 8 MONTHS**

<b>JOB</b>	<b>LEVEL</b> <b>[Quota]</b>	<b>SUBLEVEL</b> <b>(Rate)</b>	<b>PROFICIENCY</b>	<b>EDUCATION</b>
Trainee	[n/a]	(4)	Regular	

**MINIMUM TIME REQUIREMENT BEFORE ADVANCING IS 4 MONTHS**

<b>JOB</b>	<b>LEVEL</b> <b>[Quota]</b>	<b>SUBLEVEL</b> <b>(Rate)</b>	<b>PROFICIENCY</b>	<b>EDUCATION</b>
Package Helper	[n/a]	(3)	Probation	Grade 12

## COINAGE PROGRESSION GENERAL EDUCATION

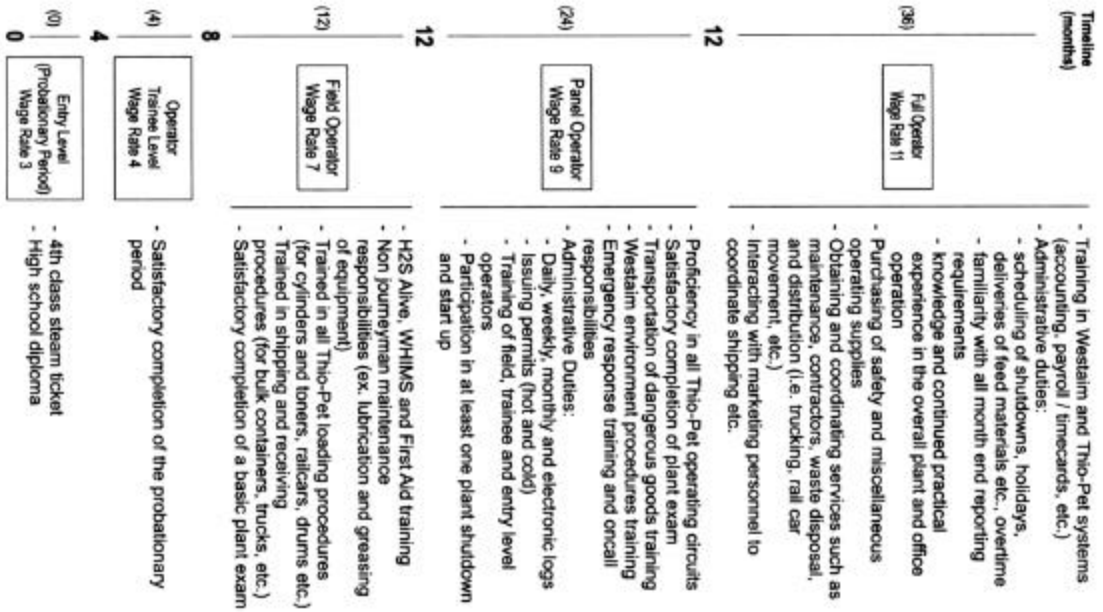
LEVEL	COURSE	LENGTH (approx. hrs)	RATE OF PAY
C	1. Elements of Electroplating	Self-paced	Zero Time
	2. Personal Development	16	Zero Time
	3. Part B 4th Class Steam Certificate	60	Zero Time
	4. S.P.C. Module II	2	Zero Time
B	1.a) Confined Space Entry	4	Straight Time
	b) Gas Detection		
	c) Manwatch		
	2. Part A 4th Class Steam Certificate	60	Zero Time
	3.S.P.C. Module I	2	Zero Time
A	1. Digital Electronic Micrometer Training	2	Straight Time
	2. First Aid Certificate	8	Straight Time
	3. Forklift Operator Training Equipment	6	Straight Time
	4. Personal Protective	1	Straight Time
	5. Plantwide Environmental Awareness	4	Straight Time
	6. Safe Work Permits	1	Straight Time
	7. Safety Training	16	Zero Time
	8. Self Contained Breathing Apparatus	2	Straight Time
	9. Workplace Hazardous Materials Information System	Self-paced	Straight Time

### NOTES

“Straight Time” courses will be scheduled during normal working hours if the work schedule permits, or scheduled on days of rest and compensated at the employee’s regular rate.

Registration for courses will be scheduled through the Supervisor on a “first come, first served” basis.

## SCHEDULE "C" THIO-PET PROGRESSION



**APPRENTICESHIP RATES TABLE**

	April 1, 1998		April 1, 1999		April 1, 2000	
	4 Year Apprentice % of Mech.I Rate	3 Year Apprentice % of Mech.I Rate	4 Year Apprentice % of Mech.I Rate	3 Year Apprentice % of Mech.I Rate	4 Year Apprentice % of Mech.I Rate	3 Year Apprentice % of Mech.I Rate
During First year of apprenticeship and until successful completion of examinations	70% (18.10)	70% (18.10)	70% (18.51)	70% (18.51)	70% (19.06)	70% (19.06)
After First year of apprenticeship and after successful completion of 1st year exams	75% (19.40)	75% (19.40)	75% (19.83)	75% (19.83)	75% (20.42)	75% (20.42)
After Second year of apprenticeship and after successful completion of 2nd year exams	80% (20.69)	90% (23.27)	80% (21.15)	90% (23.80)	80% (21.78)	90% (24.51)
After Third year of apprenticeship and after successful completion of 3rd year exams	90% (23.27)		90% (23.80)		90% (24.51)	

### Apprenticeship Rates Table

	April 1, 2001		April 1, 2002		April 1, 2003	
	4 Yr Apprentice % of Mech1 Rate	3 Yr Apprentice % of Mech1 Rate	4 Yr Apprentice % of Mech1 Rate	3 Yr Apprentice % of Mech1 Rate	3 Yr Apprentice % of Mech1 Rate	3 Yr A p p r e n t i c e % o f M e c h 1 R a t e
During 1 <sup>st</sup> yr of appr..	70% 19.73	70% 19.73	70% 20.37	70% 20.37	70% 21.18	7 0 % 2 1 . 1 8
After 1 <sup>st</sup> yr of appr...	75% 21.13	75% 21.13	75% 21.82	75% 21.82	75% 22.69	7 5 % 2 2 . 6 9
After 2 <sup>nd</sup> yr of appr...	80% 22.54	90% 25.37	80% 23.27	90% 26.19	80% 24.20	9 0 % 2 7 . 2 4

After 3 <sup>rd</sup> yr of appr...	90% 25.37		90% 26.19		90% 27.24	
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## APPENDIX I

The classification shown in Schedule "A" under Maintenance embraces the following trades:

Mechanic Specialist

Mechanic I - "B" Pressure Welder; Pipefitter; Millwright; Carpenter;  
Electrician; Instrument Mechanic; Machinist; Boilermaker;  
Insulator; Heavy Duty Mechanic; Rigger

Mechanic II - Painter; Oiler/Lubricator; Rigger



## **APPENDIX II**

### **12 HOUR SHIFT PROVISIONS**

#### **1. CONDITIONS**

**1.1** Twelve hour shift schedules will only be implemented where in the opinion of the Company it is practical to do so. If an operation ceases to be a continuous seven day shift operation either temporarily or permanently for any reason the Company reserves the right to schedule the work day or work week in accordance with Article 6 of the Collective Agreement.

#### **2. HOURS OF WORK**

**2.1** Compressed work week schedules that may be implemented for shift workers include the following:

(a) A 42 hours per week work schedule allowing for thirty-six hours of overtime beyond three-hundred hours in an eight week period. Each complete shift actually worked is allocated 10.7 hours at straight time rates and 1.3 hours at overtime rates. The overtime hours paid shall not be construed as part of the average daily wage.

(b) The Earned Day Off schedule allowing for overtime from thirty-seven and one-half hours per week to forty hours per week with the time worked from forty to forty-two hours per week paid at regular rates and taken as scheduled earned days off in place of overtime pay.

(c) A twelve hour schedule that averages 37.3 hours per week over a nine week period.

If any of the above schedules do not meet operational requirements, the Union and the Company may develop and implement schedules different than the ones above.

Operational requirements in any particular department may require the implementation of different shift schedules in different sections of the department.

**2.2** The pay period is fourteen (14) calendar days commencing at 7:00 a.m. Sunday morning.

**2.3** Any paid leave will be paid to a maximum of twelve (12) straight time hours for each day absent from work.

### **3. OVERTIME**

**3.1** Overtime will be paid under the following conditions.

(a) All hours worked in excess of twelve (12) in one work day.

(b) Work on a scheduled day of rest.

(c) Over twelve hours worked on a paid holiday (Article 8).

(d) It is understood and agreed that hours compensated at overtime rates in the schedule shall not be counted further in determining overtime liability.

Effective April 1, 1996 all hours in excess of normal hours of work contained in this Agreement and forming part of and built into a compressed work week schedule (i.e. 12 hour shifts) shall be paid at 1 1/2 times the regular rate.

**3.2** The Company will provide a meal for any employee performing continuous work for a duration greater than fourteen (14) hours.

**3.3** An employee called out prior to his or her regular shift, and continuing into the regular shift shall be permitted to work his or her regular shift to a maximum of sixteen (16) hours.

**3.4** When an employee's regular scheduled working hours are changed by the company; that is, both starting and finishing times changed, resulting in less than twelve (12) hours elapsing between the end of one regular shift and the beginning of another, or less than twelve (12) hours notice is given of the change, the employee will be paid the applicable premium or overtime rate for the first twelve hours worked.

#### **4. PAID HOLIDAYS**

**4.1** Effective April 1, 1986 holiday pay is defined as pay equivalent to eight (8) hours at straight time base rate for shift workers.

**4.2** The statutory holiday period is defined as a twenty-four (24) hour period beginning at 00:01 hours on the day of the holiday.

#### **5. ANNUAL VACATION**

**5.1** An employee's annual vacation shall be extended by one working day with pay for each holiday that falls during the employee's annual vacation. Pay for the paid holiday shall be eight (8) hours at the employee's straight time base rate.

**5.2** Vacations shall be granted to eligible employees annually as follows:

(a) A newly hired employee will be eligible for eight (8) hours vacation time for each month's service up to April 1st of the current year to a maximum of seven (7) working days. The vacation shall be taken after April 1st of the current year.

(b) During the year in which an employee completes two (2) years but less than ten (10) years of continuous service the employee shall be entitled to ten (10) working days vacation with pay.

(c) During the year in which an employee completes ten (10) years but less than eighteen (18) years of service the employee shall be entitled to fourteen (14) working days vacation with pay.

(d) During the years in which an employee completes eighteen (18) years but less than twenty-five (25) years of service the employee shall be entitled to seventeen (17) working days vacation with pay.

(e) During the years in which an employee completes twenty-five (25) years or more of service the employee shall be entitled to twenty (20) working days vacation with pay.

**5.3** (a) Vacations will be scheduled by the company each year and as far as

is practicable will be arranged in advance for such time during the year as may be found suitable after consideration has been given to the wishes of the employees and to the efficient operation of the units concerned. The vacation period is intended to be a continuous period for the full length of the vacation earned. As a concession to the employees, at the discretion of the Company, employees may be permitted to divide their vacation into two (2) parts. Only under exceptional circumstances will any consideration be given to dividing the vacation into more than two (2) periods. However, employees entitled to ten (10) or more working days of vacation may divide their vacation into three (3) parts provided that none of these parts is shorter than two (2) working days.

(b) Vacation requests will be assumed to have been granted if, within thirty (30) calendar days of the proposed start of the vacation, the Company has neither approved nor denied the scheduled vacation. The parties agree that emergency situations may warrant special arrangements.

## **6. SHIFT DIFFERENTIAL**

**6.1** (a) Shift premiums will be paid to shift workers for all hours worked in a continuous seven day shift rotation.

Effective:	April 1, 2001	\$1.09
	April 1, 2002	\$1.13
	April 1, 2003	\$1.18

(b) Shift workers not working a continuous seven day shift rotation will be paid shift premiums as follows:

Effective:	April 1, 2001	\$0.95
	April 1, 2002	\$0.99
	April 1, 2003	\$1.03

(c) Shift workers working a continuous seven day shift rotation on straight days will be paid shift premiums as follows:

Effective:	April 1, 2001	\$0.70
	April 1, 2002	\$0.72

## **7. LEAVE OF ABSENCE**

**7.1** Time off with or without pay for such events as academic examinations and medical examinations shall be for that period necessary to conduct the business.

**7.2** Bereavement leaves for shift workers on twelve (12) hour shifts shall be paid at twelve (12) hours per day straight time rates in accordance with Article 16.1.

## **8. MUTUAL SHIFT EXCHANGES**

**8.1** Employees working the twelve hour shift schedule will continue to be able to exchange shifts with prior approval. However, no twelve hour shift employee will be permitted to work a double shift (that is, twenty-four consecutive hours).

## **9. SICKNESS & ACCIDENT**

**9.1** Payment will be based on twelve straight time hours per normal shift missed to a maximum of thirty seven and one-half hours per week (the week beginning Sunday at 7:00 a.m.). For the purpose of the twelve hour shift the number of hours that benefits will be paid at full pay will be determined by multiplying the number of weeks eligible for full pay times thirty seven and one-half hours. The payment schedule is outlined in Article 12.3 of the Collective Agreement.

## **10. OVERTIME COVERAGE**

**10.1** Coverage for absentees shall be provided by a voluntary overtime spare board. If voluntary overtime coverage does not provide sufficient qualified persons, it is agreed that a compulsory spare board (on call) system will be implemented.

## **11. REVERSION**

The parties to this addendum recognize the possibility of modification being required subsequent to implementation. They also recognize the desirability of the parties meeting to resolve any problems that may arise.

If either party to the Agreement desires to terminate this addendum and revert back to the eight (8) hour schedule a 90 calendar day notice in writing of termination must first be given.

### **APPENDIX III**

#### **COMPRESSED WORK WEEK MAINTENANCE**

Consists of 8 earned days off per year scheduled throughout the year and taken without pay. In exchange, employees will work 120 - 8 hour days, scheduled throughout the year and paid at straight time.

The 8 earned days off will be determined jointly with the Union, evenly balanced throughout the year, and scheduled to avoid 4 day weekends and shutdowns. Crash shutdowns or emergencies may require the employee to accept a rescheduled day off.

There will be no afternoon coffee break on the 8 hour days.

The Company will retain the flexibility to determine the crew size on the EDO's.

As an example the Company may want to schedule EDO's such that only 1/3 of the crew are absent on any particular Friday.

**FOR: THE WESTAIM CORPORATION  
FORT SASKATCHEWAN, ALBERTA**

Carol Villeneuve

Allan Thomas  
Al-Karim Hamir  
Kathy Franklin

**FOR: COMMUNICATIONS, ENERGY AND PAPERWORKERS  
UNION, LOCAL 530A  
FORT SASKATCHEWAN, ALBERTA**

Brian Campbell  
Shane Turner  
Ken Vaters  
Ingo Scholermann

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### **COMPRESSED WORKWEEK**

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